



The Texas A&M University System  
*System Real Estate Office*

John B. Connally Building, 5th Floor • 301 Tarrow • College Station, Texas 77840-7896  
Phone (979) 458-6350 • Fax (979) 458-6359 • Campus Mailstop 1120 • <http://sago.tamu.edu/sreo/>

June 20, 2000

Bob Mosley  
Public Works Department  
City of College Station  
P. O. Box 9960  
College Station, Texas 77842

Through: Dan K. Buchly  
Director  
System Real Estate Office


RE: Right-of-Way Easement for a Sanitary Sewer Pipeline at Hensel Park;  
File No. 00020030

Dear Mr. Mosley:

Enclosed is the Right-of-Way Easement for the sanitary sewer pipeline that you are preparing to install at Hensel Park. This easement replaces the old easement that has been in place for several years. If this easement is acceptable for your purposes, route it for the Mayor's signature and return the signed document to me for further handling.

If you have any questions, please do not hesitate to call

Sincerely,

  
Thomas E. Goen  
Senior Real Estate Analyst

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Universities

Prairie View A&M University • Tarleton State University • Texas A&M International University • Texas A&M University • Texas A&M University-Commerce • Texas A&M University-Corpus Christi  
Texas A&M University-Kingsville • Texas A&M University-Texarkana • West Texas A&M University

Agencies

Texas Agricultural Experiment Station • Texas Agricultural Extension Service • Texas Engineering Experiment Station • Texas Engineering Extension Service • Texas Forest Service  
Texas Transportation Institute • Texas Veterinary Medical Diagnostic Laboratory • Texas Wildlife Damage Management Service

The Texas A&M University System Health Science Center

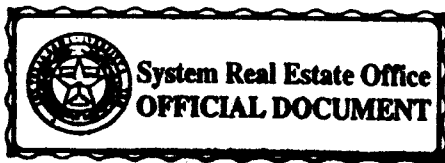
**RIGHT-OF-WAY EASEMENT  
(FOR TAMUS BENEFIT)  
TAMUS Board Policy 41.05(10)**

**I. Grant of Easement:** The BOARD OF REGENTS, **THE TEXAS A&M UNIVERSITY SYSTEM**, (GRANTOR, but hereafter referred to as "**TAMUS**"), on behalf of Texas A&M University, (hereafter referred to as "**TAMU**"), acting by and through its duly authorized officer, under authority of Board Policy 41.05(10), on behalf of the State of Texas, by virtue of authority granted to the Board by TEX. EDUC. CODE ANN. § 85.26(c) (Vernon 1996), in consideration of the mutual benefits to be derived by both parties, GRANTS, BARGAINS, SELLS AND CONVEYS to the **CITY OF COLLEGE STATION**, (GRANTEE, but hereafter referred to as "**COLLEGE STATION**"), its successors and assigns, a non-exclusive sanitary sewer pipeline easement across certain Property of **TAMUS**, (hereafter referred to as the "Property" or "**TAMUS Property**"), located in Brazos County, Texas, more particularly described as follows:

See Exhibit "A" attached and made a part of this easement.

As further consideration for the grant of this easement, **COLLEGE STATION** expressly acknowledges the release, extinguishment, and abandonment of any and all prior rights, recorded or unrecorded, to any existing sanitary sewer pipeline(s) or existing sanitary easement(s) under or across the Property.

**II. Purpose and Location of Easement:** This non-exclusive easement is granted for the purpose

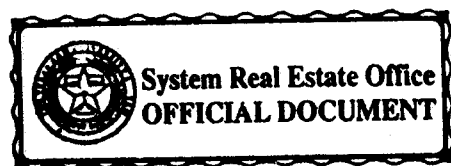


Prepared by Associate General Counsel  
h:/EDG/easements/sanitary/city of cs, 4LAK5Y  
06/19/2000-EDG

of constructing and maintaining a twenty-one inch (21") sanitary sewer pipeline, a twelve inch (12") sanitary sewer pipeline, both in one ten foot (10') wide easement, and a fifty-five foot (55') x seventy-four foot (74') surface lift station site. A plat of TAMUS Property showing the area affected by this easement and the location of COLLEGE STATION's right-of-way is depicted on Exhibit "B", attached and made a part of this easement.

**III. Right of Access:** COLLEGE STATION has the right of ingress and egress across TAMUS Property for the purpose of constructing, maintaining, repairing, replacing and rebuilding its facilities. COLLEGE STATION agrees to occupy the surface only to the extent and for the length of time necessary for constructing, operating, maintaining, repairing, replacing and rebuilding such facilities. Any access point used by COLLEGE STATION for ingress or egress in the exercise of its rights, must be kept in proper condition at all times.

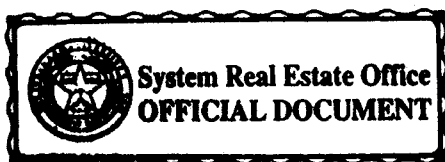
**IV. Duties:** If COLLEGE STATION damages or destroys any fences, roads, parking lots, sidewalks, culverts, buildings or other structures or equipment on the right-of-way, other than its own property, COLLEGE STATION must, within a reasonable period of time, repair or replace the property to the extent it will, as nearly as practicable, be in like condition as before such damage or destruction. At the option of TAMUS, in lieu of repairing or replacing, money damages will be paid. Such damages include those incurred as a result of COLLEGE STATION or its agents or employees entering, departing, or by reason of being present on the TAMUS Property. The Property affected will be leveled as required by TAMUS so the Property will, to the degree possible, be in



the same general condition as before **COLLEGE STATION's** activities. **COLLEGE STATION** agrees to notify **TAMUS**, in the manner set forth in Section XIX, no later than three (3) business days after completion of initial construction and cooperate with **TAMUS** personnel in an on site inspection to assess damages resulting from **COLLEGE STATION's** activities. Prior to any subsequent alteration or additional construction **COLLEGE STATION** agrees to notify **TAMUS**, in the same manner as set forth in this paragraph, five (5) business days prior to commencement of such activities.

**V. No Fee Interest Granted:** This is a grant of right-of-way easement only, and does not grant any fee interest to the surface or any interest in the minerals, on or under the **TAMUS** Property. This conveyance is made subject to any and all outstanding easements and surface leases covering the Property.

**VI. Duration of Easement:** In accordance with the TEX. EDUC. CODE ANN. § 85.26(c) (Vernon 1996), this grant is for a term of ten (10) years and may be renewed only at the election of **TAMUS**. **COLLEGE STATION** has the right to remove its equipment at the expiration of this easement, provided all obligations to **TAMUS** under this easement are fully satisfied. All equipment must be removed within one hundred twenty (120) calendar days from the date of termination or abandonment of this easement. If removal causes other injury to the surface or improvements, **COLLEGE STATION** will restore or pay for such damage within sixty (60) calendar days after completion of such removal.

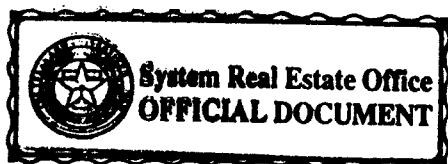


**VII. Reservation of Non-Conflicting Use of Property:** TAMUS expressly reserves for its use of any component of The Texas A&M University System access to the TAMUS Property, such use to be in common with COLLEGE STATION, provided such use is not inconsistent with the rights of COLLEGE STATION's.

It is further agreed COLLEGE STATION will comply with the Antiquities Code of Texas, TEX. NAT. RES. CODE ANN. § 191 (Vernon 1993) et seq., and COLLEGE STATION further agrees title to archaeological objects or artifacts, if any, in or on the Property remain with TAMUS.

**VIII. Hold Harmless:** COLLEGE STATION AND TAMUS, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH AGREE TO HOLD THE OTHER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF EACH PARTIES RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

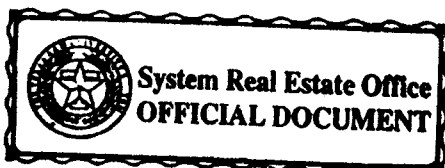
**IX. Hazardous Waste:** TAMUS will not commit or suffer to be committed waste upon the Property; will keep the Property and the improvements in good working order and repair and in a clean, safe and healthful condition; and comply with all state, federal and local laws, rules and regulations with regard to the use and condition of the improvements on the Property.



**COLLEGE STATION** will not use the **TAMUS** Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **COLLEGE STATION** is solely responsible for cleanup of any contamination resulting from violation of this provision.

If the presence of hazardous materials on the Property is caused or permitted by **COLLEGE STATION** and such materials result in contamination of the Property or if contamination of the Property by hazardous material otherwise occurs and is related to **COLLEGE STATION's** use, then **COLLEGE STATION** to the extent allowed by the Constitution and Laws of the State of Texas, shall defend and hold **TAMUS** harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including diminution in value of the Property, damages for the loss of or restriction on use of the Property or of any amenity of the Property, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts fees) which arise during or after the easement term as a result of such contamination. **COLLEGE STATION** holds harmless includes costs incurred in connection with any investigation of site conditions for any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material placed or caused to be placed in the soil or ground water on or under the Property.

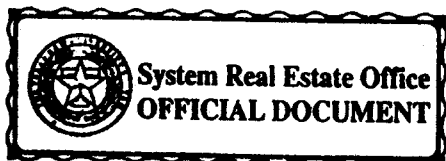
**X. Default and Termination:** It is agreed upon default by **COLLEGE STATION** of any of these



covenants, conditions and agreements, TAMUS has the right, and such right is expressly reserved, to declare this easement forfeited, without prejudice to any claim TAMUS may have against COLLEGE STATION; provided, however, TAMUS will give COLLEGE STATION written notice of its intention to terminate this easement and the reasons for termination, and COLLEGE STATION will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, this easement will remain in full force and effect. Termination or abandonment of this easement for any cause is automatic and all rights granted revert to TAMUS without the necessity of any further action or suit on the part of TAMUS. Upon termination or abandonment, COLLEGE STATION agrees to file a Release of Easement in the Deed Records of Brazos County, Texas. Abandonment will be deemed to have occurred when this easement is not used for the purposes granted for a continuous period of one calendar year.

**XI. Waiver:** No waiver by TAMUS or COLLEGE STATION of any default or breach of any term, condition, or covenant of this easement will be a waiver of any other breach of any other term, condition, or covenant.

**XII. Privileges and Immunities:** COLLEGE STATION acknowledges TAMUS is an agency of the State of Texas and nothing in this easement will be construed as a waiver or relinquishment by TAMUS of its right to claim exemptions, privileges, and immunities as may be provided by law.



**XIII. Texas Law to Apply:** This easement is construed under and in accordance with the laws of the State of Texas and is performable in Brazos County, Texas.

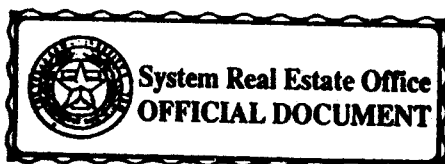
**XIV. Grammatical Interpretation:** When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

**XV. Headings:** Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this easement.

**XVI. Parties Bound:** This easement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors in interest or office, and assigns (but this Section does not constitute permission for an assignment).

**XVII. Saving Clause:** Should any clause in this easement be found invalid by a court of law, the remainder of this easement will not be affected and all other provisions in this easement remain valid and enforceable to the fullest extent permitted by law.

**XVIII. Assignment:** COLLEGE STATION may not sell, assign, encumber, or convey this easement without the written consent of TAMUS, and any attempt by COLLEGE STATION to sell, assign, encumber, or convey this easement without such consent will cause this easement to terminate.





**XIX. Notices:** Notices to either Party will be signed by the designated representative of the Party, or its successors in interest or office, and delivered personally or sent by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to "TAMUS":

Director  
System Real Estate Office  
The Texas A&M University System  
John B. Connally Building  
301 Tarrow Drive, Ste. 519  
College Station, Texas 77840-7896

If to "COLLEGE STATION":

City of College Station  
P. O. Box 9960  
College Station, Texas 77842

Notice will be deemed given on the date it is hand delivered or deposited in the U.S. mail.

**XX. Entire Agreement:** This easement constitutes the entire agreement between TAMUS and COLLEGE STATION and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This easement may only be amended by a subsequent written instrument.



XXI. **Effective Date:** This easement is deemed to be in force on the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by TAMUS.

"TAMUS"  
BOARD OF REGENTS  
THE TEXAS A&M UNIVERSITY SYSTEM  
on behalf of Texas A&M University

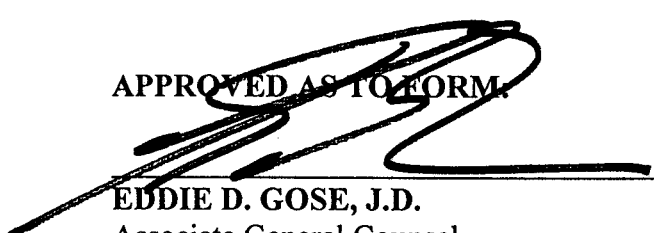
By: \_\_\_\_\_  
**TOM D. KALE**  
Vice Chancellor for Business Services

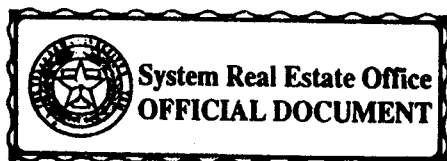
**RECOMMEND APPROVAL:**

\_\_\_\_\_  
**RICHARD L. FLOYD**  
Associate Vice President for Finance  
Texas A&M University

\_\_\_\_\_  
**DAN K. BUCHLY**  
Director  
System Real Estate Office

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**EDDIE D. GOSE, J.D.**  
Associate General Counsel  
Office of General Counsel



TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED this  
\_\_\_\_\_ day of \_\_\_\_\_, 2000 by COLLEGE STATION.

**"COLLEGE STATION"  
CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
**LYNN McILHANEY**  
Mayor

**RECOMMEND APPROVAL:**

\_\_\_\_\_

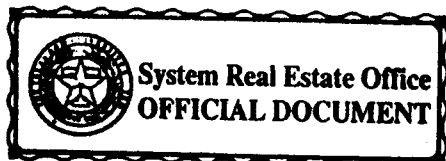
**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **LYNN McILHANEY**, Mayor of the City of College Station, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2000.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_



**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

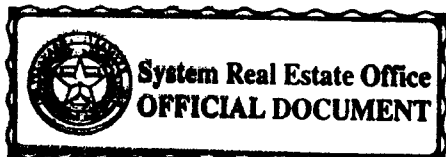
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TOM D. KALE**, Vice Chancellor for Business Services, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2000.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

After Recordation Return to:

City of College Station  
P.O. Box 9960  
College Station, Texas 77842



**METES AND BOUNDS DESCRIPTION  
OF A  
1.438 ACRE PUBLIC UTILITY EASEMENT  
PORTION OF HENSEL PARK  
J. E. SCOTT LEAGUE, A-50  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 1.438 ACRE PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN THE J. E. SCOTT LEAGUE, ABSTRACT NO. 50, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF A CALLED 169.7 ACRE TRACT OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM COMMONLY KNOWN AS HENSEL PARK.

SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

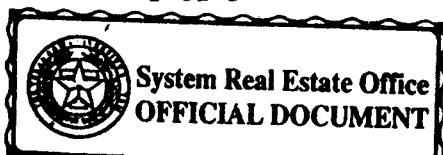
**BEGINNING** AT A POINT ON THE NORTHEAST LINE OF SOUTH COLLEGE AVENUE, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND MARKING AN ANGLE POINT IN THE NORTHEAST LINE OF SOUTH COLLEGE AVENUE BEARS: N 48° 01' 57" W FOR A DISTANCE OF 1795.55 FEET AND A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF SOUTH COLLEGE AVENUE MARKING THE EAST CORNER OF OAK TERRACE ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 152, PAGE 237 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, BEARS: S 41° 58' 03" W FOR A DISTANCE OF 140.00 FEET AND S 48° 01' 57" W FOR A DISTANCE OF 1123.55 FEET;

**THENCE:** THROUGH SAID 169.7 ACRE TRACT (HENSEL PARK) FOR THE FOLLOWING CALLS:

N 40° 26' 11" E FOR A DISTANCE OF 18.92 FEET TO A POINT;  
N 36° 06' 47" E FOR A DISTANCE OF 274.53 FEET TO A POINT;  
N 31° 02' 36" E FOR A DISTANCE OF 248.06 FEET TO A POINT;  
N 25° 55' 27" E FOR A DISTANCE OF 197.36 FEET TO A POINT;  
N 21° 15' 21" E FOR A DISTANCE OF 297.12 FEET TO A POINT;  
N 34° 58' 58" W FOR A DISTANCE OF 154.99 FEET TO A POINT;  
N 41° 48' 38" W FOR A DISTANCE OF 179.25 FEET TO A POINT;  
N 10° 12' 42" E FOR A DISTANCE OF 58.38 FEET TO A POINT;

00-0760 PG 1

1 of 5



**Exhibit A**

N 51° 54' 42" E FOR A DISTANCE OF 221.46 FEET TO A POINT;

N 51° 55' 47" E FOR A DISTANCE OF 333.09 FEET TO A POINT;

N 48° 45' 09" E FOR A DISTANCE OF 242.07 FEET TO A POINT;

N 56° 31' 41" E FOR A DISTANCE OF 144.85 FEET TO A POINT NEAR A FENCE SURROUNDING AN EXISTING LIFT STATION;

**THENCE:** CONTINUING THROUGH HENSEL PARK AND AROUND SAID EXISTING LIFT STATION FOR THE FOLLOWING CALLS:

N 38° 05' 47" W FOR A DISTANCE OF 60.63 FEET TO A POINT NEAR A FENCE CORNER;

N 51° 54' 13" E FOR A DISTANCE OF 55.00 FEET TO A POINT NEAR A FENCE CORNER;

S 38° 05' 47" E FOR A DISTANCE OF 74.00 FEET TO A POINT NEAR A FENCE CORNER;

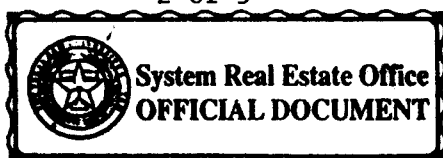
S 51° 54' 13" W FOR A DISTANCE OF 12.06 FEET TO A POINT ON THE NORTHEAST LINE OF AN EXISTING 20 FOOT UTILITY EASEMENT DESCRIBED AS EASEMENT NO. 4 BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 2935, PAGE 116 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 37° 29' 34" E CONTINUING THROUGH HENSEL PARK AND ALONG THE NORTHEAST LINE OF SAID EASEMENT NO. 4 FOR A DISTANCE OF 163.37 FEET TO A POINT ON THE NORTHERLY LINE OF AN EXISTING 20 FOOT WIDE UTILITY EASEMENT DESCRIBED AS EASEMENT NO. 2 BY SAID DEED TO THE CITY OF COLLEGE STATION (2935/116);

**THENCE:** CONTINUING THROUGH HENSEL PARK AND ALONG THE NORTHERLY LINES OF SAID EASEMENT NO. 2 FOR THE FOLLOWING CALLS:

S 49° 26' 23" E FOR A DISTANCE OF 482.34 FEET TO A POINT MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 696.57 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 30' 00" FOR AN ARC DISTANCE OF 91.18 FEET (CHORD BEARS: S 45° 41' 23" E - 91.12) TO A POINT MARKING THE ENDING POINT OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 676.57 FEET;



ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 30' 00" FOR AN ARC DISTANCE OF 88.56 FEET (CHORD BEARS: S 45° 41' 23" E - 88.50) TO A POINT MARKING THE ENDING POINT OF SAID CURVE;

S 49° 26' 23" E FOR A DISTANCE OF 34.00 FEET TO A POINT MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 676.57 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 30' 00" FOR AN ARC DISTANCE OF 88.56 FEET (CHORD BEARS: S 53° 11' 23" E - 88.50) TO A POINT MARKING THE ENDING POINT OF SAID CURVE AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 696.57 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 30' 00" FOR AN ARC DISTANCE OF 91.17 FEET (CHORD BEARS: S 53° 11' 23" E - 91.12) TO A POINT MARKING THE ENDING POINT OF SAID CURVE;

S 49° 26' 23" E FOR A DISTANCE OF 31.80 FEET TO A POINT MARKING AN ANGLE POINT IN SAID NORTHERLY LINE OF EASEMENT NO. 2;

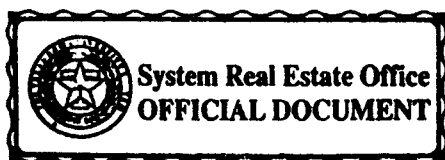
N 41° 31' 53" E FOR A DISTANCE OF 400.72 FEET TO A POINT MARKING AN ANGLE POINT IN THE NORTHERLY LINE OF EASEMENT NO. 2;

S 47° 56' 34" E FOR A DISTANCE OF 68.14 FEET TO A POINT ON THE NORTHWEST LINE OF A CALLED TRACT OF LAND AS DESCRIBED BY A DEED TO GUS ELLIS AND RUTH ELLIS FAMILY TRUST RECORDED IN VOLUME 1573, PAGE 247 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF TEXAS AVENUE MARKING THE NORTH CORNER OF SAID ELLIS TRACT BEARS: N 41° 26' 11" E FOR A DISTANCE OF 39.63 FEET;

**THENCE:** S 41° 26' 11" W ALONG THE COMMON LINE OF HENSEL PARK AND SAID ELLIS TRACT FOR A DISTANCE OF 20.00 FEET TO A POINT;

**THENCE:** N 47° 56' 34" W THROUGH HENSEL PARK AND ALONG THE SOUTHERLY LINE OF SAID EASEMENT NO. 2 FOR A DISTANCE OF 48.17 FEET TO A POINT MARKING AN ANGLE POINT IN SAID SOUTHERLY LINE;

**THENCE:** S 41° 31' 53" W CONTINUING THROUGH HENSEL PARK AND ALONG THE SOUTHERLY LINE OF SAID EASEMENT NO. 2 FOR A DISTANCE OF 390.10 FEET TO A POINT ON THE NORTHEAST LINE OF AN EXISTING 20 FOOT WIDE UTILITY EASEMENT DESCRIBED AS EASEMENT NO. 3 BY SAID DEED TO THE CITY OF COLLEGE STATION (2935/116);



**THENCE:** S 49° 26' 23" E ALONG THE NORTHEAST LINE OF SAID EASEMENT NO. 3 FOR A DISTANCE OF 48.82 FEET TO A POINT ON THE NORTHWEST LINE OF NORTH PARK ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID POINT BEING AT THE END OF THE PLATTED RIGHT-OF-WAY OF MEADOWLAND STREET (50' R.O.W.);

**THENCE:** S 41° 26' 11" W ALONG THE NORTHWEST LINE OF NORTH PARK FOR A DISTANCE OF 20.00 FEET TO A POINT MARKING THE SOUTH CORNER OF SAID EASEMENT NO. 3, FOR REFERENCE A 3/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF NORTH PARK BEARS: S 41° 26' 11" W FOR A DISTANCE OF 151.45 FEET;

**THENCE:** THROUGH HENSEL PARK AND ALONG THE SOUTHERLY LINES OF SAID EASEMENT NO. 3 AND EASEMENT NO. 2 FOR THE FOLLOWING CALLS:

N 49° 26' 23" W FOR A DISTANCE OF 73.39 FEET TO A POINT;

N 04° 26' 23" W FOR A DISTANCE OF 14.00 FEET TO A POINT;

N 49° 26' 23" W FOR A DISTANCE OF 16.86 FEET TO A POINT MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 676.57 FEET;

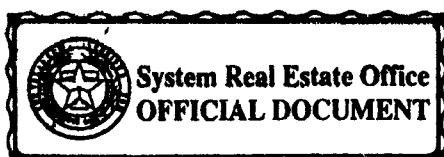
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 30' 00" FOR AN ARC DISTANCE OF 88.56 FEET ( CHORD BEARS: N 53° 11' 23" W - 88.50) TO A POINT MARKING THE ENDING POINT OF SAID CURVE AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 696.57 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 30' 00" FOR AN ARC DISTANCE OF 91.18 FEET (CHORD BEARS: N 53° 11' 23" W - 91.12) TO A POINT MARKING THE ENDING POINT OF SAID CURVE;

N 49° 26' 23" W FOR A DISTANCE OF 34.00 FEET TO A POINT MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 696.57 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 30' 00" FOR AN ARC DISTANCE OF 91.18 FEET (CHORD BEARS: N 45° 41' 23" W - 91.12) TO A POINT MARKING THE ENDING POINT OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 676.57 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 30' 00" FOR AN ARC DISTANCE OF 88.56 FEET ( CHORD BEARS: N 45° 41' 23" W - 88.50) TO A POINT MARKING THE ENDING POINT OF SAID CURVE;





N 49° 26' 23" W FOR A DISTANCE OF 620.05 FEET TO A POINT;

N 37° 26' 23" W FOR A DISTANCE OF 36.03 FEET TO A POINT;

**THENCE:** CONTINUING THROUGH HENSEL PARK FOR THE FOLLOWING CALLS:

S 56° 31' 41" W FOR A DISTANCE OF 139.90 FEET TO A POINT;

S 48° 45' 09" W FOR A DISTANCE OF 241.67 FEET TO A POINT;

S 51° 55' 47" W FOR A DISTANCE OF 333.37 FEET TO A POINT;

S 51° 54' 42" W FOR A DISTANCE OF 217.64 FEET TO A POINT;

S 10° 12' 42" W FOR A DISTANCE OF 49.69 FEET TO A POINT;

S 41° 48' 38" E FOR A DISTANCE OF 174.97 FEET TO A POINT;

S 34° 58' 58" E FOR A DISTANCE OF 160.93 FEET TO A POINT;

S 21° 15' 21" W FOR A DISTANCE OF 302.88 FEET TO A POINT;

S 25° 55' 27" W FOR A DISTANCE OF 198.22 FEET TO A POINT;

S 31° 02' 36" W FOR A DISTANCE OF 248.95 FEET TO A POINT;

S 36° 06' 47" W FOR A DISTANCE OF 275.35 FEET TO A POINT;

S 40° 26' 11" W FOR A DISTANCE OF 19.56 FEET TO A POINT ON THE  
NORTHEAST LINE OF SOUTH COLLEGE AVENUE;

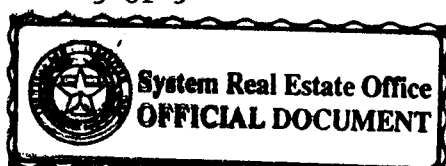
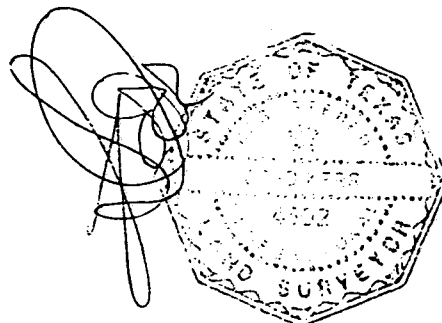
**THENCE:** N 48° 01' 57" W ALONG THE NORTHEAST LINE OF SOUTH COLLEGE AVENUE FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT CONTAINING 1.438 ACRES OF LAND. SEE PLAT PREPARED JUNE, 2000, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM CITY OF COLLEGE STATION GPS MONUMENTS.

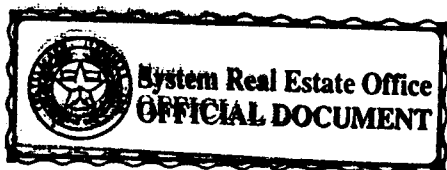
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/00-0760A.MAB

5 of 5

00-0760 PG 5





CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	696.57	07°30'00"	91.18	45.66	S 45°41'23" E	91.12
C2	676.57	07°30'00"	88.56	44.34	S 45°41'23" E	88.50
C3	676.57	07°30'00"	88.56	44.34	S 53°11'23" E	88.50
C4	696.57	07°30'00"	91.18	45.66	S 53°11'23" E	91.12
C5	676.57	07°30'00"	88.56	44.34	N 53°11'23" W	88.50
C6	696.57	07°30'00"	91.18	45.66	N 53°11'23" W	91.12
C7	696.57	07°30'00"	91.18	45.66	N 45°41'23" W	91.12
C8	676.57	07°30'00"	88.56	44.34	N 45°41'23" W	88.50

## Exhibit B

### SHEET 1 OF 7

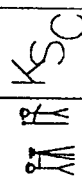
SEE SHEETS 2 - 6 FOR EASEMENT

▲ EXISTING SANITARY SEWER MANHOLE

SEE METES AND BOUNDS PREPARED JUNE, 2000,  
FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON  
GRID NORTH AS ESTABLISHED FROM CITY OF  
COLLEGE STATION 1994 GPS CONTROL MONUMENTS

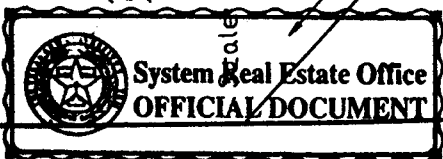
LAND BOUNDARY SURVEY PLAT  
OF A  
1.438 ACRE PUBLIC UTILITY EASEMENT  
J. E. SCOTT LEAGUE, A-50  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 100 FEET  
SURVEY DATE: NOV, 1995  
PLAT DATE: 06-14-00  
JOB NUMBER: 00-0760  
CAD NAME: 00-0760

CR5 FILE: DUDDS (cont): 95-385 (job)

PREPARED BY:  
KERR SURVEYING CO.  
505 CHURCH STREET, P.O. BOX 269  
COLLEGE STATION, TEXAS 77841  
PHONE (409) 268-3195



Scale 1" = 100'

MATCH LINE SHEET 3

TEXAS A&M UNIVERSITY  
CALLED 170 ACRE TRACT  
VOLUME 48, PAGE 627

CONCRETE RIGHT-OF-WAY MARKER  
FOUND BEARS:  
N 48°01'57" W - 1795.55

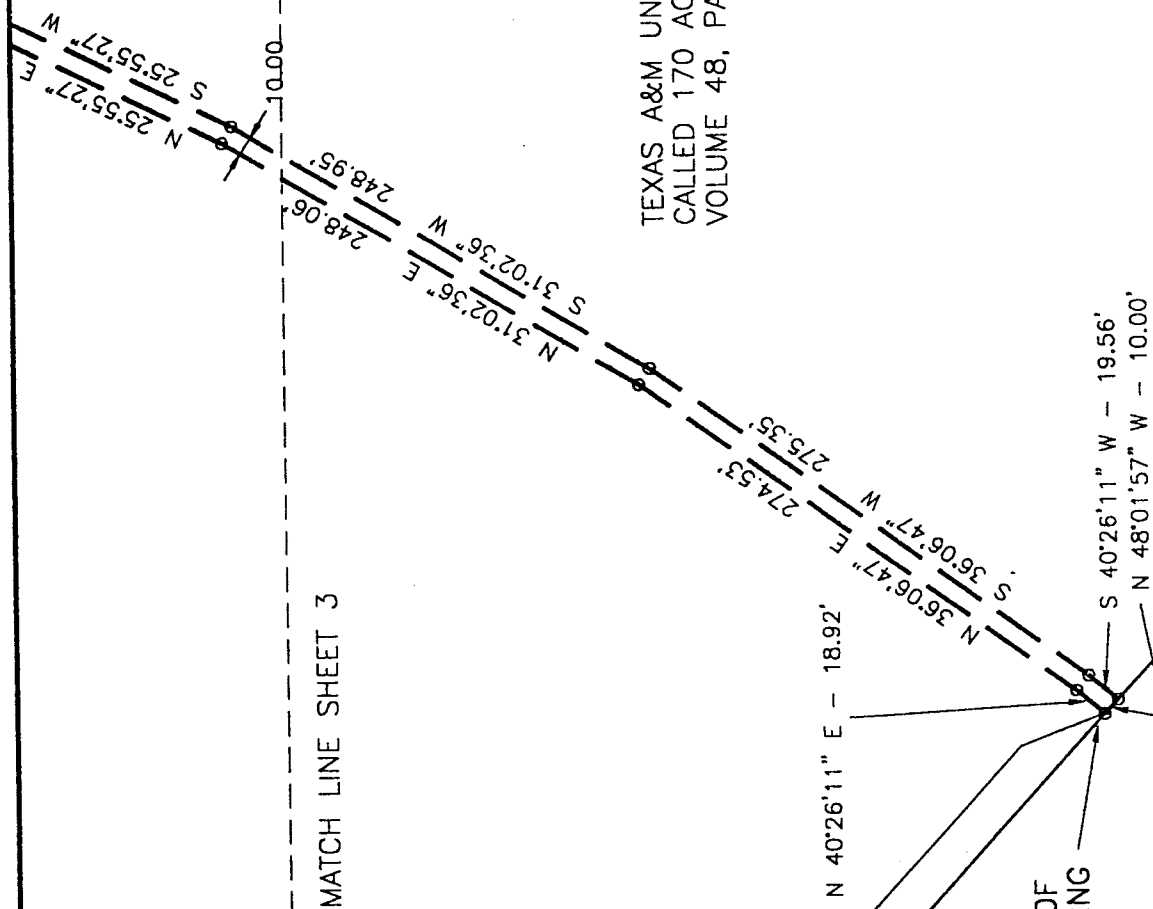
STATE HIGHWAY NO. 308  
SOUTH COLLEGE AVENUE  
140' R.O.W.

CULPEPPER DRIVE

POINT OF  
BEGINNING

5/8 INCH IRON ROD FOUND MARKING  
THE EAST CORNER OF OAK TERRACE  
ADDITION, 152/237, BEARS:  
S 41°58'03" W - 140.00  
AND S 48°01'57" E - 1123.55

SHEET 2 OF 7



# SHEET 3 OF 7



Scale: 1" = 100'

N 10°12'42" E - 58.38'

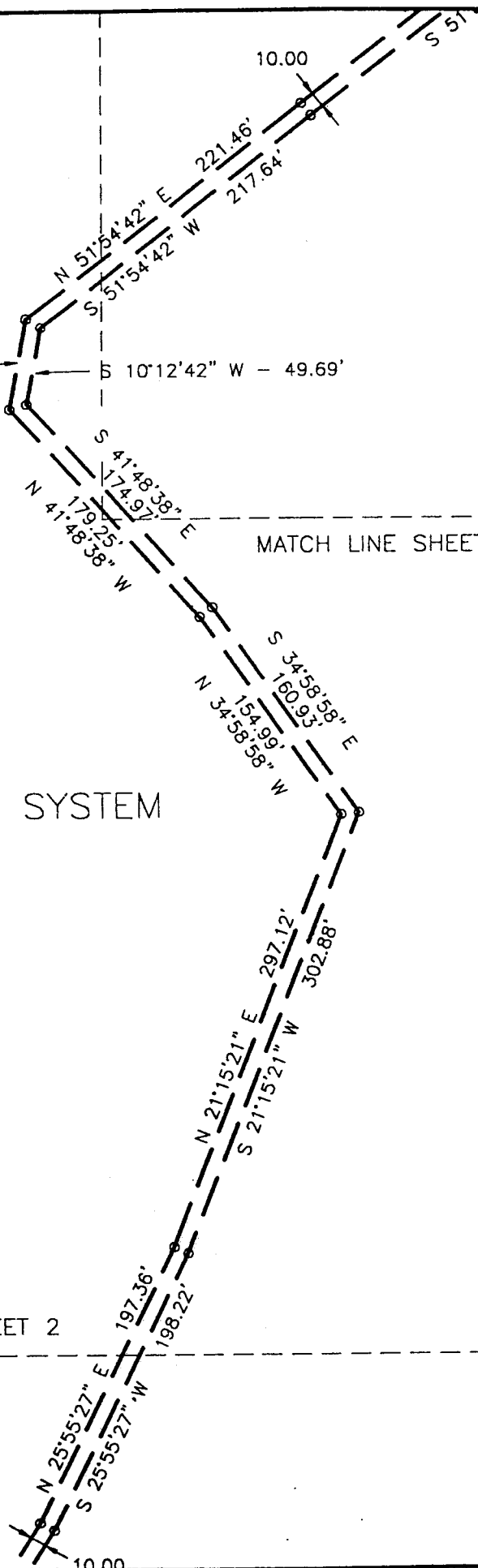
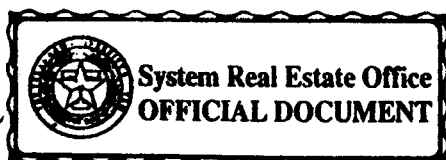
S 10°12'42" W - 49.69'

MATCH LINE SHEET 4

## HENSEL PARK

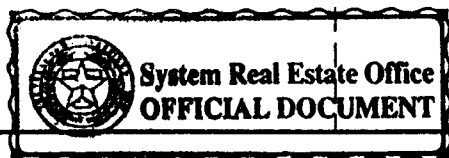
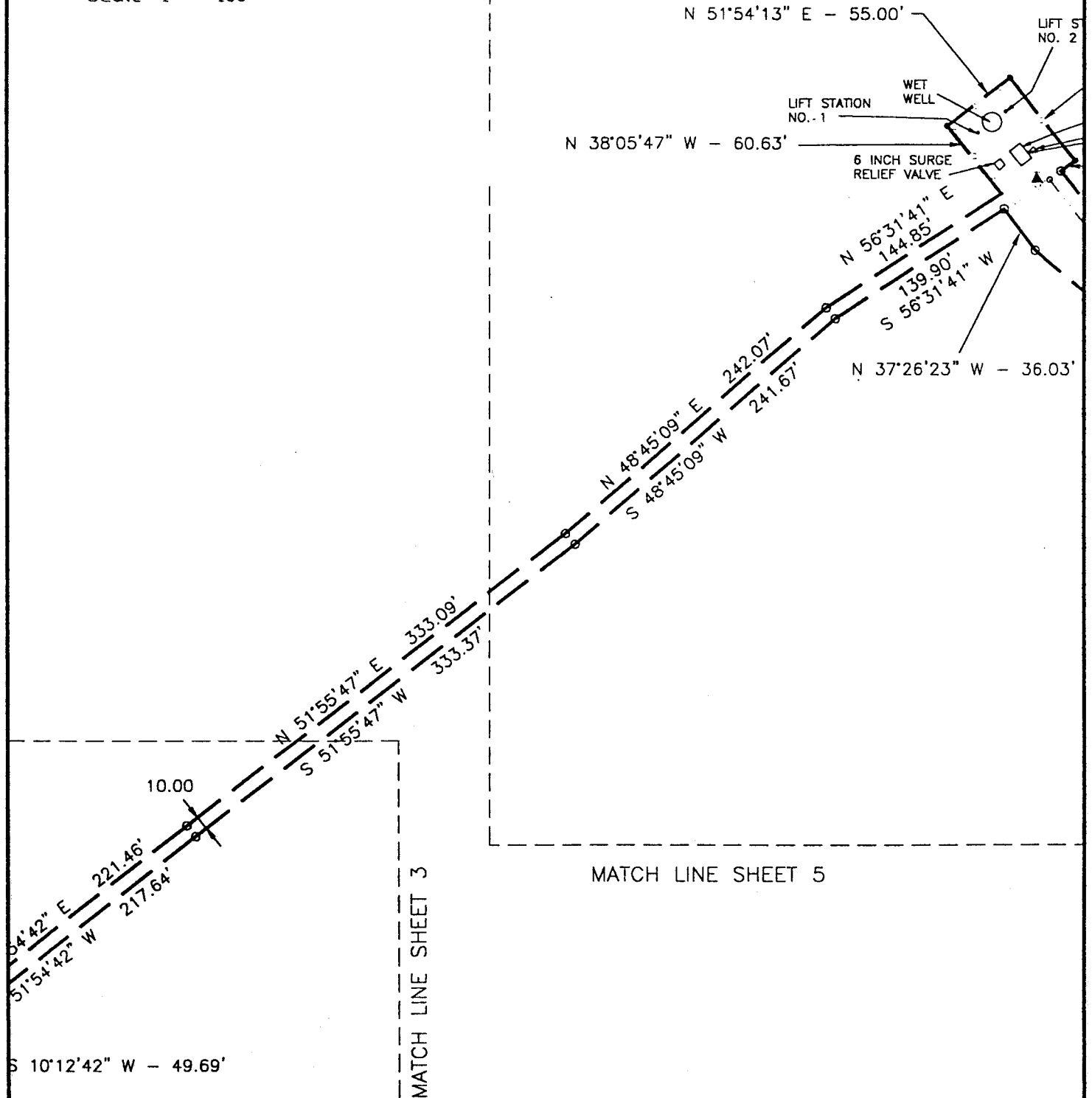
THE TEXAS A&M UNIVERSITY SYSTEM  
169.7 ACRE TRACT

MATCH LINE SHEET 2



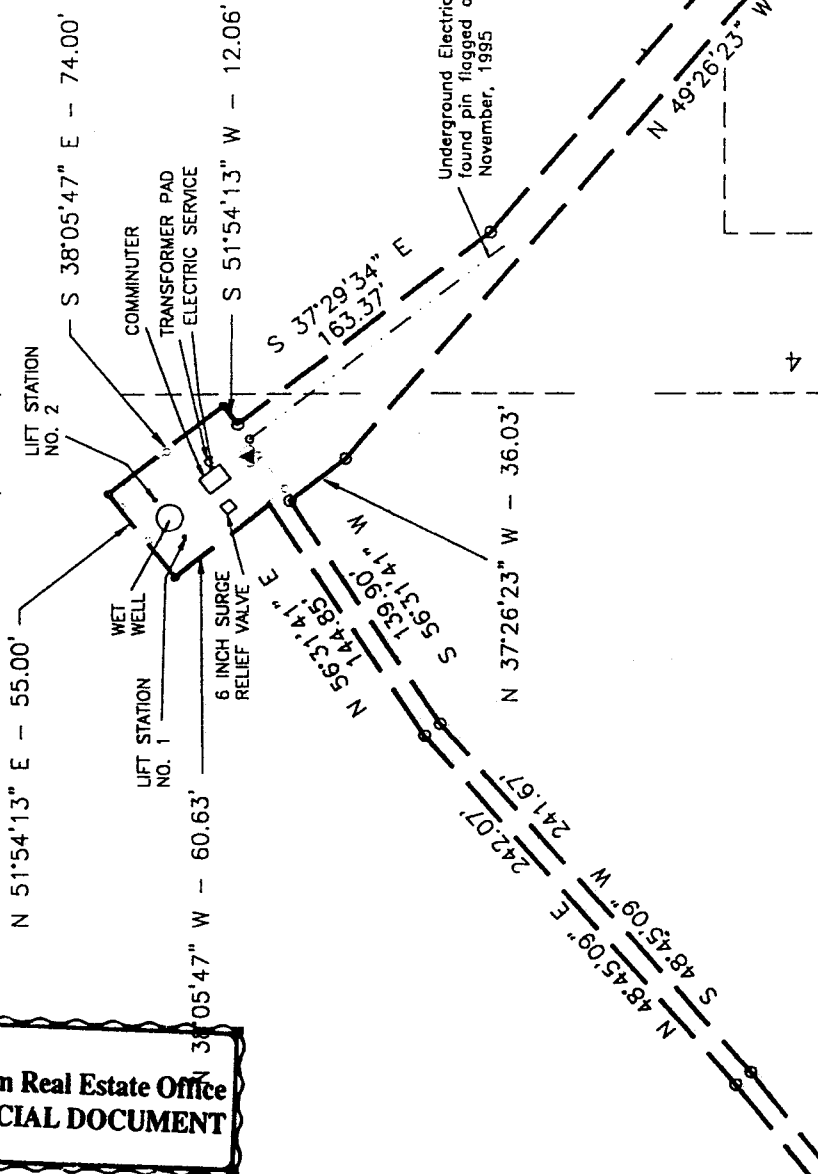
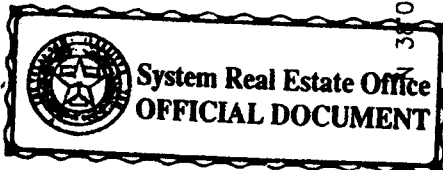
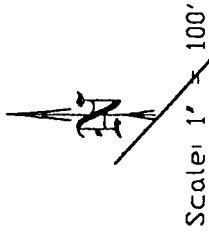


Scale: 1" = 100'



SHEET 4 OF 7

# SHEET 5 OF 7



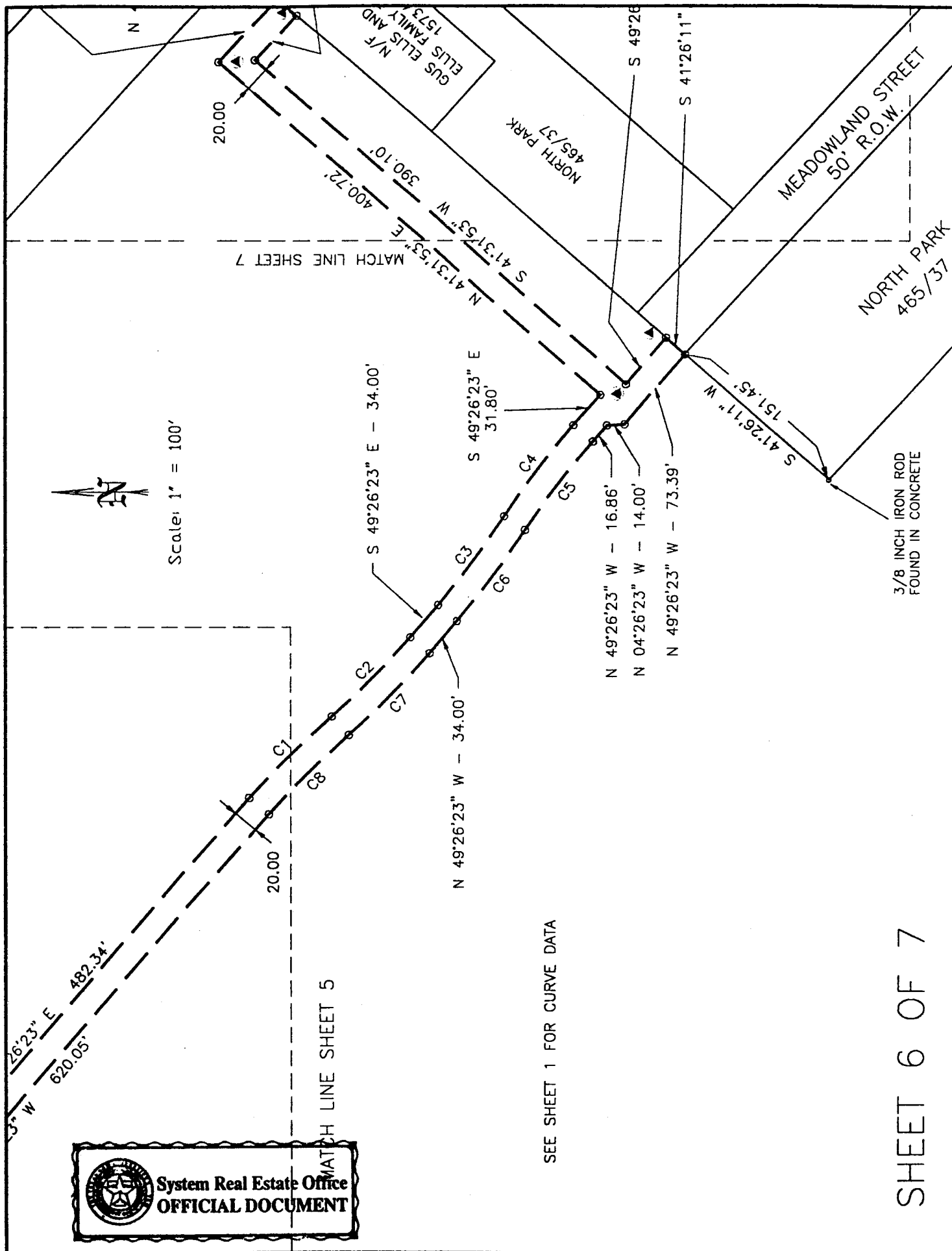


System Real Estate Office  
OFFICIAL DOCUMENT

MATCH LINE SHEET 5

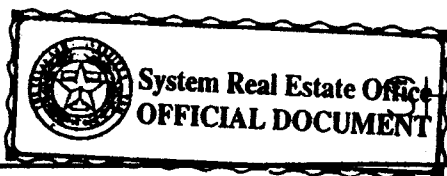
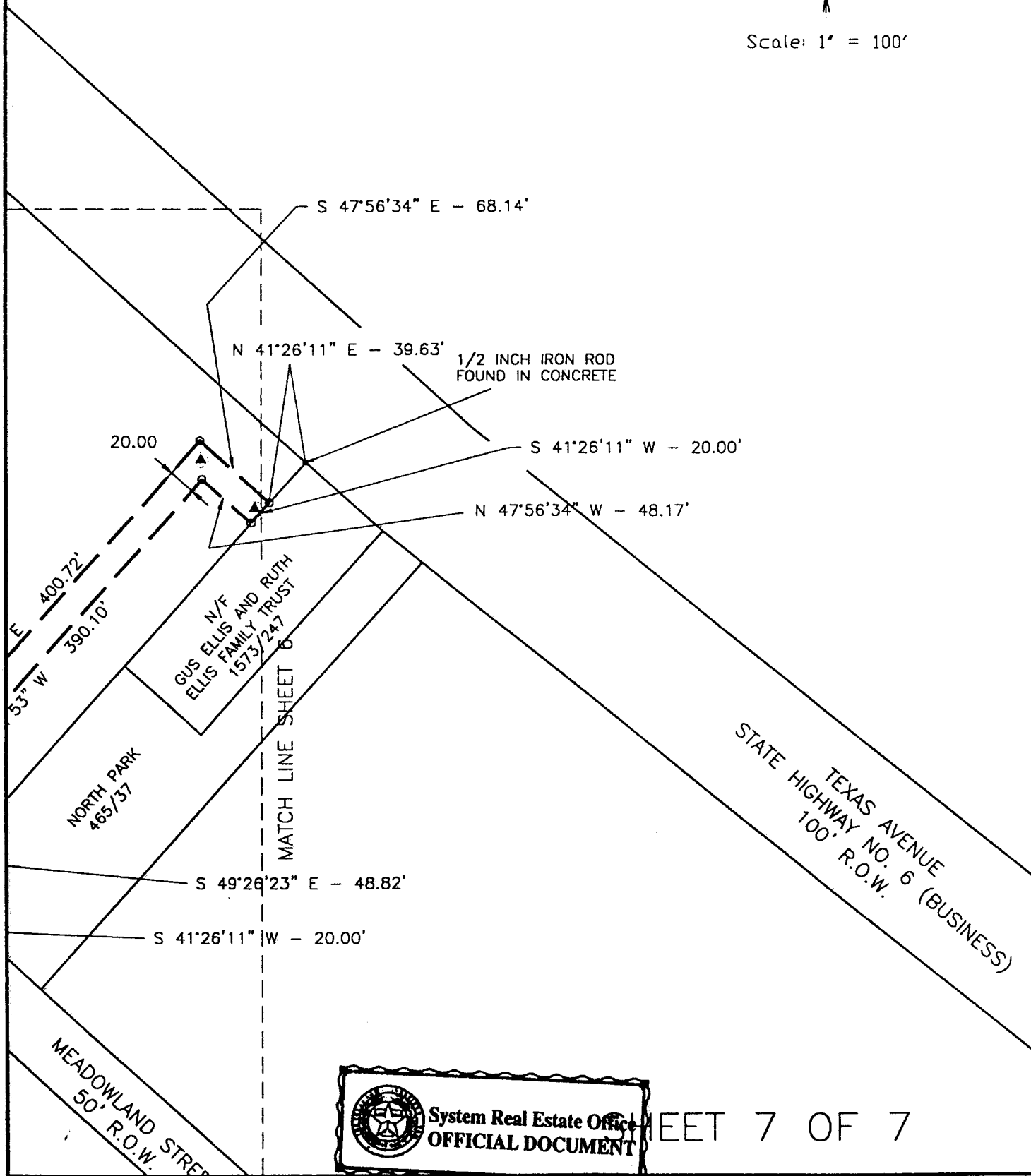
SEE SHEET 1 FOR CURVE DATA

SHEET 6 OF 7





Scale: 1" = 100'



SHEET 7 OF 7